

# LEGAL DOCUMENTS

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## Mobile App Motion Restriction Disclaimer

Safety Forward Inc is providing as part of its services a Mobile App which may attempt to restrict use while moving. Despite being designed to restrict use of the Mobile App while the user's device is moving such restriction cannot be assured, and even in the event of failure of such restriction on the Mobile App user's (which includes the user, current and former employees of user, and any other person who user permits to use the site through user's facilities, equipment, or username/password, herein referred to as "you" or "users") shall not use the Mobile App while operating or in control of a motor vehicle. You must instruct all of your users to not tamper with or disable any functions of the Mobile App which may restrict use of the Mobile App while the user's device is moving. In any event, users must not use the Mobile App while in operation or control of a motor vehicle.

**You and all users agree that you will not access the site at any time you are driving, operating, or in control of a motor vehicle.**

**USER MUST NOT USE THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. USER AGREES THAT USER WILL BE SOLELY AND FULLY RESPONSIBLE SOLELY FOR ANY DAMAGES CAUSED BY USE OF THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. WE WILL NOT BE RESPONSIBLE FOR ANY USE BY YOU OF THE WEBSITE OR MOBILE APP WHILE YOU ARE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE.**

**These Legal Documents have additional important information, disclaimers of liability, and agreements being made by you. You should read all of these Legal Documents because your use of Safety Forward Inc's Mobile App, Site, or related services binds you to these Legal Documents.**

## Safety Forward Terms of Use

### **1. User's Acknowledgment and Acceptance of Terms**

Safety Forward Inc (referred to as "us" or "we") provides the safetyforward.com site and various related services (together referred to as this "site") subject to the user's (which includes the user, current and former employees of user, and any other person who user permits to use the site through user's facilities, equipment, or username/password, herein referred to as "you" or "users") compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR

AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of February 8, 2023. We reserve the right to change these Terms of Use from time to time by posting the changes on our website. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

## **2. Description of Services**

We make various services available on this site including, but not limited to, internet based, multimedia safety training programs for commercial motor carriers and their drivers and employees. Fees for the various services are set out in the membership and service fees described elsewhere in this site or in any related Subscription Agreement between You and Us. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; mobile device; tablet; and your own Internet access (including payment of telephone/internet service provider service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use. We will have no obligation to refund any membership or service fees due to a modification of discontinuation of the site.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

## **3. Registration Data and Privacy**

In order to access some of the services on this site, we will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”) and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically

incorporated by reference into these Terms of Use.

#### **4. Payment of Fees**

If you subscribe to a service on this site that requires payment of a fee, you agree to pay all fees associated with such service. For all charges for services on this site, we will bill your credit card. All charges are billed in advance of service and must be paid in advance of service. We reserve the right to update or change product and service prices, with or without notice to you. Updated pricing will be listed on our website for your information and reference. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 30 days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

From time to time we may make a contractual agreement with certain insurance companies, or other persons, for the issuance of promotion codes that grant access to the service. If you accessed the service with the use of a promotional code and if, for any reason, the person with whom we have a contractual relationship relative to the issuance of the promotional code refuses to pay the amount billed to them for the use of the promotional code by you, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the amount you would have had to pay to access the service if you have not used the promotional code. By using a promotional code to access the service you represent to us that your use of the promotional code was authorized by the party with whom we have a contractual right to payment for your use of the promotional code. You must not share any promotional codes with any other person. We reserve the right to terminate access under any promotion code at any time. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service. If fees are based on having access to certain services for a set period of time you agree there is no proration of the fee if your service is terminated, for any reason, prior to the end of the access period. All fees are nonrefundable.

In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expense.

#### **5. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, sex, race, ethnicity, age, or disability, or otherwise protected under applicable law;

3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See “Use of Your Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. You will not allow others to use your account and will not use the account of another user. Any and all employees registered under your account must be your current employees or independent contractors for who you are financially and legally responsible. You will not allow former employees or your affiliates to use your account. All of your account users must be registered separately. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else’s use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions, violating this agreement, or any other agreement you have with us, misusing the services provided on the site, suspected violations of any of the foregoing, or for our convenience. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **6. Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## **7. Intellectual Property Information**

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## **8. User’s Materials**

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;

3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials<sup>5</sup>. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Christian Henderson, President  
Safety Forward Inc  
218 South 3rd Street  
Grand Forks, ND 58201  
(833) 723-3378  
[info@safetyforward.com](mailto:info@safetyforward.com)

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## **9. Disclaimer of Warranties**

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **10. Limitation of Liability**

Your exclusive remedy and our, and our Affiliates', entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the 12-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, PERSONAL INJURY, OR WRONGFUL DEATH, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE, INFORMATION ACCESSIBLE FROM THE SITE, OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

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### **11. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site including but not limited to from your failure to abide by these Terms of Use, and claims based on any matter for which liability has been disclaimed herein, including but not limited to third party claims of negligence, personal injury or wrongful death.. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **12. Participation in Promotions**

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

### **13. Use of Site and Storage of Material**

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off accounts which have not paid a subscription fee and/or that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice. **You and your employees agree that you will not access the site at any time you are driving, operating, or in control of a motor vehicle.**

**USER MUST NOT USE THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. USER AGREES THAT USER WILL BE SOLELY AND FULLY RESPONSIBLE SOLELY FOR ANY DAMAGES CAUSED BY USE OF THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. WE WILL NOT BE RESPONSIBLE FOR ANY USE BY YOU OF THE WEBSITE OR MOBILE APP WHILE YOU ARE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE.**

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting



service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site or the data generated from your use of the site, you should not rely on the site as your only storage facility. **You must preserve copies of any digital data, information or other materials that you have uploaded or has been generated by your use of the site, including but not limited to data you plan to use for showing compliance with any governmental regulations applicable to you.** You agree not to hold us liable for any damage to, any deletion of or any failure to store your files, data or Registration Data.

#### 14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof. Each of you enrolled employees will have a separate password under your account and the forgoing shall apply to each such employee.

Your account administrator at your organization also has access to your password and user name. For this reason, we suggest that you use a unique password and not a password that you use for other logins besides our App or website. If you are an account administrator, you agree you will not abuse access to the passwords of users you administer and will only access the passwords of users you administer in performing administrative functions for your users.

#### 15. Export Controls

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## **17. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

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## **18. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the State of North Dakota, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of North Dakota, by accessing this site both of us agree that the statutes and laws of the State of North Dakota, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the District Court of Grand Forks County, North Dakota and the United States District Court for the District of North Dakota with respect to such matters.

## **19. Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [info@safetyforward.com](mailto:info@safetyforward.com), if by email, or at Safety Forward Inc, Safety Forward Inc, 218 South 3rd Street, Grand Forks, ND 58201 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

## **20. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.